

ADVERTISED BID CITY OF ST. LOUIS

OFFICE OF THE SUPPLY COMMISSIONER
1200 MARKET ST RM 324
ST LOUIS MO 63103-2842



REQUEST FOR QUOTE

51613Q0077

PAGE

1

ADDRESS CORRESPONDENCE TO

... We agree to furnish the following articles to the City of St. Louis,
free of any extra charges, in the quantity named and at the prices respectively
stated:

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CITY OF ST LOUIS
REFUSE-DEPARTMENT #516
1900 HAMPTON AVENUE
ST LOUIS, MO

63139

SEE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION SHEET.

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/29/12				

REPLY DUE BY: 12/11/12 12:00 O'CLOCK NOON

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REQ LINE NUMBER : 0001 50 EA STRT METRO CAN 55 GAL METRO CAN PER ATTACHED SPECIFICATIONS PER ATTACHED SPECIFICATIONS. PURCHASE QTY 50 SPECIFICATIONS CONTACT: RANDY BREITENFELD (314) 353-8900 X34 ***** WEBSITE INFORMATION ***** * * TO DOWNLOAD SUPPLY BIDS GO TO: * * HTTP://STLOUIS-MO.GOV/SUPPLY/BID-NOTICES.CFM * * CLICK ON BID NOTICES ***** OR ACCEPTABLE EQUAL CLEARLY STATE MFG., NO. & BRAND VENODR MUST SUBMIT DETAILED INFORMATION WITH BID ON PRODUCT OFFERED IF FREIGHT OR DELIVERY CHARGE TO BE BILLED, IT MUST BE INCLUDED IN THIS QUOTE OR IT WILL NOT BE PAID. () FREIGHT IS INCLUDED IN THE QUOTED UNIT PRICE. () WE WILL CHARGE FREIGHT/DELIVERY IN THE AMOUNT OF: \$					
					TOTAL →	

NAME OF FIRM	STATE DELIVERY: CALENDAR DAYS	COMPTROLLER	Date
ADDRESS			
CITY	SIGNED BY:	SUPPLY COMMISSIONER	Date
PHONE			
Area Code ()			

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NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IT IS THE POLICY OF THE SUPPLY DIVISION THAT ALL BIDS/ CONTRACTS AWARDED IN THE AMOUNT OF \$500.00 AND ABOVE ADHERE TO THE MAYOR'S EXECUTIVE ORDER #28 WHICH RE- QUIRES MINIMUM UTILIZATION OF MINORITY OWNED BUSINESSES OF 25% AND WOMEN OWNED BUSINESSES OF 5%. ALL VENDORS MUST COMPLY WITH THIS POLICY AND ALL OTHER PROVISIONS OF EXECUTIVE ORDER NO. 28.</p> <p>IMPORTANT REQUIRED BID FORM(S) ATTACHED: VENDOR MUST COMPLETE, SIGN & RETURN THE ENCLOSED BUY AMERICAN FORM WITH THEIR BID.</p> <p>**BID REQUEST AND ATTACHED FORM/S MUST BE COMPLETELY FILLED OUT AND SIGNED. IF NOT, BID MAY BE REJECTED.** PLEASE QUOTE PRICES ON THIS FORM AND SIGN BID.</p> <p>* VENDORS SHOULD NOTE IF THEY ARE MINORITY OR WOMEN OWNED BUSINESS (CHECK) MBE ----- WBE-----</p> <p>ALL BIDS MUST INCLUDE COMPLETED "BUY AMERICAN" AND "MINORITY/WOMEN UTILIZATION STATEMENT" FORMS, AND ANY SUPPLEMENTAL INFORMATION REQUIRED. ANY QUESTIONS SHOULD BE DIRECTED TO THE BUYER.</p> <p>*** BID RESULTS MAY BE AVAILABLE 30 DAYS AFTER OPENING DATE. IF YOU DESIRE BID RESULTS, PLEASE INCLUDE A SELF ADDRESSED STAMPED ENVELOPE WITH YOUR BID. ***</p>						
TOTAL →						

NAME OF FIRM		STATE DELIVERY: CALENDAR DAYS	COMPTROLLER	Date
ADDRESS				
CITY	STATE	SIGNED BY:	SUPPLY COMMISSIONER	Date
PHONE Area Code ()				

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NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE RE: ORDINANCE #60643</p> <p>A CITY OF ST. LOUIS BUSINESS LICENSE IS REQUIRED IF YOU MEET ANY OF THE FOLLOWING (CHECK AS APPROPRIATE):</p> <p>----- BUSINESS IS LOCATED WITHIN THE CITY LIMITS</p> <p>----- DELIVERY WITHIN CITY LIMITS IS BY COMPANY TRUCK</p> <p>----- SALES CALLS MADE WITHIN THE CITY LIMITS</p> <p>PLEASE TYPE NAME OF CONTACT PERSON FOR THIS BID:</p> <p>NAME: _____</p> <p>FAX: _____</p> <p>E-MAIL: _____</p> <p>.....</p> <p>BIDS WILL BE AWARDED BASED ON OFFICIAL SPECIFICATIONS PROVIDED BY SUPPLY DIVISION ONLY & ANY RELATED ADDENDA. ALL INQUIRIES MUST BE IN WRITING (LETTER/E-MAIL/FAX) TO THE FOLLOWING BUYER:</p> <p>BILL FULKERSON - FULKERSONB@STLOUIS-MO.GOV FAX# 314-622-4141 PHONE# 314-622-4250</p> <p>.....</p> <p>TOTAL →</p>						

NAME OF FIRM	STATE DELIVERY: CALENDAR DAYS	COMPTROLLER	Date
ADDRESS			
CITY	SIGNED BY:	SUPPLY COMMISSIONER	Date
PHONE			
Area Code ()			

51613R0077

BID PROPOSAL
FOR 55 GALLON LITTER RECEPTACLE

Meets Spec? If No, State
Circle Deviations

GENERAL INTENT

Y N

The intent of these specifications is to provide containers for the City of St. Louis. These specifications are subject to comment by bidders. The City is relying on the substantial design and manufacturing expertise of the bidders to insure that the product is free from any and all design and manufacturing defects. These specifications shall in no way relieve the bidder from any responsibility relating to the design specification, manufacture, quality, reliability or safety. Rate of output, performance, cost or other matters relating to the product and shall in no way effect or impair the City's rights under the identification of warranty provisions.

EVALUATION OF BIDS

Evaluation of the bids will take into consideration, but not be limited to the following:

- | | | |
|-----------------------------------|---|---|
| 1. Lump sum price | Y | N |
| 2. Compliance with specifications | Y | N |
| 3. Warranty provisions | Y | N |
| 4. Delivery Schedule | Y | N |

BID PROPOSAL
FOR 55 GALLON LITTER RECEPTACLE

GENERAL REQUIREMENTS

Bidders shall complete the following information:

INFORMATION SHEET

CONTAINERS		Meets Spec?	If No, State
Item	55 Gallon Litter Receptacle	Circle	Deviations
Dimension (Length, height, width)		Y N	
Capacity in Gallons		Y N	
Weight of Container		Y N	
Container Material		Y N	
Wall Thickness		Y N	
Maximum Live Load		Y N	

LIDS		Meets Spec?	If No, State
Item	55 Gallon Litter Receptacle	Circle	Deviations
Lid Color		Y N	
Lid Material		Y N	
Lid Thickness		Y N	
Lid Reinforcements		Y N	
Means of Attachment		Y N	

HINGES		Meets Spec?	If No, State
Item	55 Gallon Litter Receptacle	Circle	Deviations
Type of Hinge		Y N	
Dimensions of Hinge		Y N	
Means of Attachment		Y N	

MISCELLANEOUS		Meets Spec?	If No, State
Item	55 Gallon Litter Receptacle	Circle	Deviations
Warranty on Container		Y N	
Warranty on Lid		Y N	
Assembly Required		Y N	

BID PROPOSAL
FOR 55 GALLON LITTER RECEPTACLE

<u>Meets Spec?</u>	<u>If No, State</u>
<u>Circle</u>	<u>Deviations</u>

SAMPLE CONTAINER

Y	N
---	---

Bidders may be required to furnish a sample container prior to the bid award.

VERIFICATION OF SPECIFICATIONS

Y	N
---	---

The City will, at its option, select containers at random from shipments to verify compliance with the specifications as bid. Any containers failing to meet specifications will be rejected.

DESIGN DRAWINGS

Y	N
---	---

The successful bidder will provide to the City reproducible design drawings, specifications, and other information regarding the containers which will become the property of the City.

WARRANTY

Y	N
---	---

The entire container shall have a five (5) year warranty from date of delivery. The guarantee shall provide for the repair or replacement of any defect of material or workmanship. Defects shall include, but not be limited to, cracking, chipping, peeling, distortion, weld failures, weathering, failures at attachment points for lids, hinges, lift attachments or other attachment points, defective or insufficient material, degradation, poor workmanship on the part of the manufacturer, and lowered ultra-violet resistance to aging in the process of normal operational use. Any cost incurred due to defective containers shall be born by the seller. **BIDDER SHALL**

SUBMIT WITH HIS BID A WRITTEN STATEMENT OF THE PROVISIONS OF THE WARRANTY.

DELIVERY

Y	N
---	---

Containers shall be delivered to the City's South Garage at 4100 South First Street, St. Louis, Missouri between 8:00 AM and 2:00 PM., Monday - Friday. Supplier shall notify the Refuse Division by phone of each delivery. Notification must be **at least 48 hours** prior to delivery. Shipments which arrive without proper notification may be required to wait up to 24 hours before unloading. Successful bidder shall begin deliveries with 30 days after receipt of award.

BID PROPOSAL
FOR 55 GALLON LITTER RECEPTACLE

<u>Meets Spec?</u>	<u>If No, State</u>
<u>Circle</u>	<u>Deviations</u>
Y N	

PARTS CONTRACT

The successful bidder shall supply parts to the City on an as needed basis for the life of the contract (minimum of 12 months)

OPTIONS

1. The City is requesting that bidders provide a cost per litter receptacle to bolt the receptacle to the ground.
2. Vendor will be responsible for all touch-up painting,

Y	N
Y	N
Y	N

INDEMNIFICATION

The Vendor shall indemnify and save harmless the City from all claims, proceedings, suits or actions brought against the City for, or on account of, any injuries or damages received, sustained, or occasioned by or on account or negligent acts or omissions of the Vendor, its servants, or agents incurred in the performance of the contract. The Vendor shall hold harmless the City from payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material, or process used by the Vendor.

INSURANCE COVERAGE

The Vendor shall carry the following minimum coverage:

1. **Worker's Compensation & Occupational Diseases Insurance:**
Statutory amount as required by the State of Missouri.
2. **General Liability Insurance:**
 - a) Bodily injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - b) Property Damage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
3. **Automotive Liability Insurance:**
 - a) Bodily injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

Y	N
Y	N
Y	N
Y	N
Y	N

BID PROPOSAL
FOR 55 GALLON LITTER RECEIPTACLE

Meets Spec?
Circle

If No, State
Deviations

INSURANCE COVERAGE CONTINUED

- b) Property Damage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance must include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

Y N

The Vendor must provide documentation of required insurance coverage to be submitted with the executed contract.

Y N

PRICE SHEET

Description	Price	Meets Spec? Circle	If No, State Deviations
55 Gallon Litter Receiptacle	\$ _____	Y N	

Meets Spec?
Circle

If No, State
Deviations

Vendor must provide current parts list and state percentage off listed prices: _____ %

Y N

Vendor must indicate brand, and submit product literature.
All deviations to be described on the specification sheets.

Y N

BID PROPOSAL **FOR 55 GALLON LITTER RECEPTACLE**

SPECIFICATIONS LITTER RECEPTACLE 55 GALLON CAPACITY

	<u>Meets Spec?</u> Circle	<u>If No, State</u> <u>Deviations</u>
--	------------------------------	--

GENERAL

- | | | |
|--|---|---|
| 1. The 55-gallon Litter Receptacle shall be an accessible, ADA compliant unit consisting of a frame and lid made of high grade galvanized steel, and high quality steel or polycarbonate panels. | Y | N |
| 2. The lids shall be configured for either outdoor or indoor applications, with recycling opening options. | Y | N |
| 3. The construction of this receptacle shall be designed for heavy use and a long service life. | Y | N |
| 4. The Litter Receptacle shall be modular in construction, allowing for field replacement or change-out of the side panels and lids. | Y | N |

VOLUME CAPACITY

- | | | |
|---|---|---|
| 5. The actual volume should be 55 gallons with panel door closed and an adequate sized plastic liner is used to fill up the container's capacity. | Y | N |
|---|---|---|

LITTER RECEPTACLE FRAME

- | | | |
|--|---|---|
| 6. The Litter Receptacle frame shall be fabricated of corrosion-resistant 14 and 16 gauge galvanized steel. Galvanized steel is similar to galvanized steel in that it is zinc coated, but galvanized steel has a further process of high heat treatment to alloy the zinc to the iron, essentially creating a zinc-iron coating. This will improve the material's printability. | Y | N |
| 7. The receptacle's frame shall be finished inside and out with powder coating. | Y | N |
| 8. The finish shall be resistant to humidity, salt spray, fog, ultraviolet light, abrasion and chemicals. | Y | N |
| 9. The receptacle shall be assembled with welds and 3/16" structural rivets | Y | N |
| 10. Frames shall have anchor holes in the base for the ability to bolt the receptacles to the ground with anchoring kits. Anchoring kits shall be included. | Y | N |

BID PROPOSAL
FOR 55 GALLON LITTER RECEPTACLE

	<u>Meets Spec?</u> Circle	<u>If No, State</u> <u>Deviations</u>
11. Frames should come standard in powder coated black, but are available in stock and custom colors upon request.	Y N	
12. The frame should feature a swing door that provides ergonomic collection of waste. The door opens outward and the bin's plastic liner is removed horizontally, rather than vertically up to and over the container.	Y N	
13. The plastic liner shall be tethered to the container using a steel cable to avoid theft. The tether shall be 6'-8' long to allow liner to be dumped. The plastic liner to be used continuously.	Y N	
14. The swing door should be self-locking to provide security against vandalism and pilfering of the bin's contents. The latch into which the swing door secures shall be mounted on the inside of the frame, and will release by a special key that is inserted into a small hole on the side of the container's frame. If padlock required, vendor will be responsible for providing.	Y N	
15. The frame's swing door shall be attached to the frame with a durable hinge made of 304 Stainless Steel that is corrosion resistant.	Y N	
16. The lower 12 inches of the receptacle shall be sprayed with cold spray galvanize, which provides an additional protection layer against snowy and icy environments where salt is used.	Y N	
<u>LITTER RECEPTACLE LID</u>		
17. The lid shall be constructed of two parts, dome top and cylindrical base.	Y N	
18. The dome top shall be spun from 14 gauge steel, and by virtue of its shape, its strength should be increased exponentially.	Y N	
19. The cylindrical base of the lid shall be made from 12 gauge steel.	Y N	
20. Lids shall be bolted on to the container frame to avoid theft. Lids shall be easily changed out.	Y N	
21. Lids to come standard in powder coated black, but shall be available in custom colors upon request.	Y N	

BID PROPOSAL
FOR 55 GALLON LITTER RECEPTACLE

	<u>Meets Spec?</u> Circle	<u>If No, State</u> <u>Deviations</u>
<u>LITTER RECEPTACLE PANELS</u>		
22. The stainless steel panels shall be fabricated of 304 grade steel, 14 gauge. These panels shall be finished with a clear powder coat for extra protection against scratches and scuffs.	Y N	
23. The powder coated panels shall be made of galvannealed steel, a material that has excellent corrosion resistance and paintability.	Y N	
24. The perforated stainless steel panels are available with 1/8" or 1/4" perforations. When these panels are chosen, the bin shall come standard with a black inner panel for additional protection and strength.	Y N	
25. Panels shall be simple to change out or replace.	Y N	
<u>LITTER RECEPTACLE HARDWARE AND INTERNAL ATTACHMENTS</u>		
26. All latches, hinges and hardware shall be made of stainless or zinc plated steel.	Y N	
27. The lower 12 inches of the receptacle shall be sprayed with cold spray galvanize, which provides an additional protection layer against snowy and icy environments where salt is used.	Y N	
<u>WORKMANSHIP</u>		
28. The receptacle shall be made in the United States with steel sourced from domestic supplies.	Y N	
<u>COLOR</u>		
29. Powder-coated steel panels shall be available in several standard colors to be selected by the City of St. Louis.	Y N	
30. Lid and frames shall come standard in Texture Black, but shall be available in any of the standard colors or custom color by special order.	Y N	
<u>RECYCLABILITY</u>		
31. The recycled content of the galvannealed steel shall be a minimum of 25% - 30%; the container should be 100% consumer recyclable.	Y N	

BID PROPOSAL
FOR 55 GALLON LITTER RECEPTACLE

DELIVERY

31. Vendor must note best delivery time available. City would prefer delivery of entire quantity within 60 days from order.

Y N

CITY OF ST LOUIS, MISSOURI
INSTRUCTION TO BIDDERS (for request for quotations - RFQs)

VENDORS SHOULD CAREFULLY READ THE FOLLOWING INSTRUCTIONS AND TERMS AND CONDITIONS, BEFORE SUBMITTING QUOTATION. **CAUTION: THIS IS NOT AN ORDER**

- Quotations will only be accepted on this form which must be returned in a **sealed envelope**. *The upper left corner of the envelope must include the following information: Vendor Name, Quotation Number and the Due By Date.* This information is also required on any mail delivered next day or overnight.
- Quotations should be typewritten or in ink. Altered or erased unit price(s) must be initialed. One copy of Quotation Sheet must be submitted, please retain a copy for your files.
- The Supply Commissioner reserves the right to reject any or all bids.
- The Supply Commissioner reserves the right to make awards on an item basis or on a total basis.
- Bidders must quote Unit Price(s) and Extension on each item. When an error appears on an extension, the Unit Price(s) will govern.
- When Quotation Sheet requests item(s) by brand name and your quote is for an alternate brand – show brand name(s) with model number(s) and attach full specifications.
- When Quotation Sheet has only a general description(s) of item(s) required – show brand name with model number(s) and attach full specifications.
- Suppliers shall not offer more than one bid on each item. Two or more quotations on the same item may cause a rejection of the bid. Suppliers must determine which one of their many styles or types fully meet the specification.
- Freight or delivery charges must be included in quote, or shown separately on quote, so bid can be evaluated.
- **Bids must arrive no later than NOON** on the date stated or will be rejected. Faxed or E-mailed bids are not accepted unless specifically requested.
- Bids will be publicly opened on the date specified beginning at NOON.
- Prices quoted will be considered firm.
- Bids having an acceptance limit of less than 30 days after opening date may be rejected.
- Time of proposed delivery must be stated in definite terms.
- Failure of Bidder to understand the item(s) requested or any part of the specifications will not be a valid reason for bidding on the wrong item(s). Any questions regarding description of item(s) requested should be cleared with the Buyer listed in the bid document.
- **Samples** when requested must be delivered before actual time of bid opening with each sample plainly tagged showing the name of Bidder, Quotation Number, Brand Name and lot number or quality. Submission of samples does not relieve bidder from meeting the specifications as outlined in the Bid Documents unless the bidder specifically states they are bidding on an alternate.
- All samples are to be submitted to the address listed below unless otherwise stated in Bid Documents.
- Deliveries must be accompanied by a packing slip or invoice, listing the Department, Quotation Number, and the exact quantities of each item included in the shipment.
- ONLY U.S.P., N.F., OR N.N.D. DRUGS ARE ACCEPTABLE. ALL DRUGS MUST COME IN MANUFACTURER'S ORIGINAL PACKAGES, PROPERLY SEALED.
- In the event the successful bidder fails to make delivery of any item or items that meet the conditions and requirements as outlined in this proposal within 7 days of time stated by bidder on face of this quotation sheet, the City reserves the right to purchase said item or items on the "OPEN MARKET" and charge any costs above the BID PRICE to the bidder.
- The laws of the State of Missouri provide that the City of St. Louis pay no State Sales or Use Tax or Federal Excise Taxes and these taxes should be excluded from your bid price. Federal Excise Tax Exemption Certificates will be furnished to successful bidder.
- Suppliers shall save harmless the City of St. Louis from the payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material or process used by him in the execution of this contract.
- Supply Division hours are Monday through Friday – 8:00 A.M. to 5:00 P.M. Main Number: 314-622-4580.

All bids must be submitted in a SEALED ENVELOPE and mailed to:

SUPPLY COMMISSIONER
1200 MARKET ST RM 324
ST LOUIS MO 63103-2842



**CITY OF ST. LOUIS
DEPARTMENT OF FINANCE
OFFICE OF THE SUPPLY COMMISSIONER**

FREDDIE L. DUNLAP
SUPPLY COMMISSIONER

FRANCIS G. SLAY
MAYOR

1200 MARKET STREET
ROOM 324
ST LOUIS, MO 63103-2819
(T): (314) 622-4580
(F): (314) 622-4141

ATTENTION BIDDERS

Please carefully review all information requested in this bid package.

Failure to submit requested samples, literature or any other requested information may result in disqualification of your bid or any portion of your bid.

Also the reasons indicated below may disqualify your bid. If you have any questions, call the buyer indicated in this bid package.

This form must be returned with your bid.

- Two or more bids submitted for one item, unless instructed to do so. (item rejected)
- Signature missing on bid or any required form.
- Buy American Form not completed or returned. (may be rejected)
- M/WBE Form not completed or returned. (may be rejected)
- Altered or erased unit prices must be initialed.
- Faxed bid, unless specifically requested (will be rejected).
- FOR CONTRACTS ONLY: Please provide your DUNS # _____
- FOR CONTRACTS ONLY: Failure to submit required Bond by the date indicated.

I certify that I have read and understand the information above.

Manual Signature

Date

ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

The City of St. Louis has enacted an ordinance relating to the purchase of domestic products by City government, with penalty provisions. The ordinance amends Section 5.58.010 Revised Code of the City of St. Louis, 1986, as amended by adding thereto new subsections dealing with the requirement that the Supply Commissioner or his designee give preference to goods or commodities manufactured in the United States of America, stating exceptions to said policy. Sections one through six are reprinted below.

Section One. Section 5.58.010 Revised Code of the City of St. Louis is hereby amended by adding the following language: Each solicitation to bid and the method of describing the items to be bid upon of any goods or commodities sought to be purchased by the Office of Supply Commissioner, and any contract entered into by and on behalf of the City of St. Louis and executed by the Mayor and/or the Comptroller of the City of St. Louis wherein the construction, alteration, repair or maintenance of any public works is the subject of the contract so executed, shall contain a provision that the goods or commodities furnished or used in the furtherance of said project by any contractor or subcontractor, manufacturer or supplier as the case may be, shall be manufactured, assembled or produced in the United States, and said requirement as defined above shall be stated in said bid.

Section Two. The provision of Section One of this Ordinance shall not apply in the following instances:

- (i) Where the item purchased as the contract entered into for repairs or renovation is less than One Thousand (\$1,000.00) Dollars.
- (ii) Where no line of a particular good or product is manufactured, assembled or produced in the United States.
- (iii) Where the acquisition of United States manufactured or produced goods would increase the cost by more than (10%) percent.

Section Three. The certificate required by this section shall specify the nature of the contract, the product being purchased or leased, the names and addresses of the United States manufacturers and producers contracted by the Commissioner or the project architect or engineer, and an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten percent.

Section Four. No public agency may authorize, provide for, or make any payment to any vendor or contractor upon any contract in violation of section 2 of this act. Prior to the awarding of the bid and before any public agency authorizes, provides, or makes payment to any vendor or contractor upon any contract to which section 2 or 6 of this act applies, the vendor or contractor shall provide proof of compliance with section 2, and, if applicable, section 6 of this act. Any vendor or contractor who knowingly misrepresents any material fact to the public agency concerning the origin of any manufactured goods or commodities shall be guilty of a Class A misdemeanor.

Section Five. Sections 1 to 6 of this act shall apply only to contracts and subcontracts entered into after the effective date of this act, and shall not limit the use or supply of manufactured goods or commodities purchased or leased prior to the effective date of this act.

Section Six. Nothing in sections 1 or 6 of this act is intended to contravene any existing treaty, law, agreement, or regulation of the United States. All contracts under section 1 or 6 of this act shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding export-import restrictions and international trade and shall not be in violation of sections 1 to 6 of this act to the extent of such accordance.

Interpretations and Guidelines

Section One: "Shall be manufactured" is interpreted to mean to make or process a raw material into a finished product or to turn-out in a mechanical manner. "Assembled" is interpreted to mean to fit or to join together the parts, gather, or to congregate in a manufacturing environment. "Produced" is interpreted to mean to create by manual or physical effort, to make or yield to customary product or products.

Section Two (i) This is interpreted to mean less than one thousand dollars in aggregate (total purchases).

(iii) When applying this subsection, multiply the cost of the foreign product by ten percent and compare the cost to the American product. If the American product cost is less than the sum of the cost of the foreign product plus ten percent, the award will be made to the vendor bidding the American product. The price paid by the City of St. Louis will be the actual price bid by the winning bidder.

Section Three: "Could not supply sufficient quantities" is interpreted to mean in order to meet the using agency's delivery schedule and in quantity specified.

Section Four: The vendor's authorized representative must complete a self-certification form, as required by the existing procedures previously indicated. These certification forms will be used to determine whether the manufacturer or producers could, or could not supply sufficient quantities, or the cost of the products would increase the contract by more than ten percent.

Prior to the City awarding the bid, the vendor shall provide certification that the product being bid is manufactured, assembled or produced in the United States or there is an existing treaty, law or regulation whereby the product bid shall be treated the same as product manufactured, assembled or produced in the United States. The procuring agency shall accept the self certification in order to apply the percentage differential that is applicable under this law. Failure to provide certification shall cause the city to presume that such product is not American made and preference shall not be considered for that product.

CERTIFICATION FORM

ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

(BUY AMERICAN)

Bidders are advised of legislation enacted by the City of St. Louis which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured, assembled or produced in the United States, unless obtaining American made products would increase the cost of this contract by more than ten percent.

Section Four requires the vendor or contractor to certify his compliance with this legislation and if applicable, Section Six, if preference is claimed.

This legislation does not apply if the total bid is less than one thousand dollars (\$1,000.00).

Bids received will be evaluated on the basis of this legislation. Certificates of compliance must be completed and returned to be considered for preference. Failure to provide certification shall cause the City to presume that such product is not American made.

☐

CERTIFICATION

If **all** the specified goods or products are manufactured, assembled or produced in the United States, check box at left and complete certification at the bottom of this form.

☐

SECTION SIX CERTIFICATION

If any or all of the specified goods or products are manufactured, assembled or produced in a country other than the "United States", and exemption is requested because such product is Fair Trade Product: (a) list the country, other than the United States, where each good or product you propose to furnish is manufactured, assembled or produced; (b) check box at left of this paragraph and list corresponding commodities and (c) complete Section Six Documentation portion below.

Item Number(s)

Location Where Item Manufactured, Assembled or Produced

☐

SECTION SIX DOCUMENTATION

The specified goods or products are treated as manufactured, assembled or produced in the United States under an existing treaty, law, agreement or regulation of the United States regarding export-import restrictions and international trade. List item Number(s) and Treaties covering item below.

DEFINITIONS

MANUFACTURED - to make or process a raw material into a finished product; create, or to produce or to turn-out in a mechanical manner.

ASSEMBLED - to fit or join together the parts in a manufacturing environment.

PRODUCED - create by manual or physical effort, to make or yield the customary product or products.

MUST BE COMPLETED AND SIGNED

I hereby certify that the above information is true and correct and further certify that this statement complies with all provisions of Section 5.58.010 Revised Code of the City of St. Louis, 1985, as amended.

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY: _____

(SIGNATURE and TITLE)

**CITY OF ST. LOUIS/SUPPLY DIVISION
MINORITY/WOMEN BUSINESS ENTERPRISES FORM
(M/WBE FORM)**

A. Mayor's Executive Order #28, Section Six - Supply Contracts

1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Minority Business Enterprises (MBEs) and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Women's Business Enterprises (WBEs).
2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal.
3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:
 - a. The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;
 - b. St. Louis Airport Authority (SLAA) shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;
 - c. The Supply Commissioner shall notify SLAA prior to solicitation of bids whenever no such qualified businesses are available;
 - d. SLAA shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and
 - e. The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.
4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
5. Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count toward the goals established in this order.

B. SUPPLY DIVISION POLICY

It is the policy of the Supply Division that all bids/contracts awarded adhere to the Mayor's Executive Order #28. All vendors are encouraged to comply with this policy and all other provisions of Executive Order #28. A copy of Executive Order #28 is available upon request. Each Vendor/Contractor (bidder) must complete, sign and return this M/WBE Form. Failure to complete, sign and return the M/WBE Form will result in the bid being declared non responsive and your bid may be eliminated.

C. OBLIGATION

The bidder agrees to make a good faith effort to ensure that M/WBE businesses have an opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with City funds. The bidder will take all necessary and reasonable steps to ensure that said businesses have an opportunity to compete for and perform under this bid/contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award and performance of bids/contracts. The Directory of Disadvantaged, Minority and Women Owned Business Enterprises certified by the City of St. Louis, can be viewed at www.mwdbe.org.

**CITY OF ST. LOUIS/SUPPLY DIVISION
MINORITY/WOMEN BUSINESS ENTERPRISES FORM
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D. BID/CONTRACT IDENTIFICATION

Bid #: _____ or Contract Name: _____

Opening Date: _____ Your Bid Total: \$ _____

If your bid is \$500 or higher, please complete Section 'E'. We are NOT requesting information on how your company currently supports M/WBE suppliers. We want to know if there are opportunities you might consider to work with M/WBE suppliers for THIS SPECIFIC bid/contract.

E. ASSURANCE MBE/WBE Goal: 25% MBE and 5% WBE (Minimum Participation)

I, acting in my capacity as an officer of the undersigned bidder(s) if a joint venture, hereby assure the City of St. Louis that on this bid/contract my company will: **(CHECK ONLY ONE)**

☐ **Meet or exceed the M/WBE goal with: _____% MBE and _____% WBE Participation**

Proposed MBE Vendor Name: _____ Amount \$ _____

Item or materials to be supplied by MBE Vendor: _____

Proposed WBE Vendor Name: _____ Amount\$ _____

Item or materials to be supplied by WBE Vendor: _____

☐ **Fail to meet the M/WBE goal, but made a good faith effort to meet the goals as follows:**

_____ % MBE and _____ % WBE Participation (Enter Proposed Vendor information above.)

☐ **Not meet the M/WBE goal for the following reasons(s): (Check All That Apply)**

<input type="checkbox"/>	Our Company is an MBE certified by the State of: _____
<input type="checkbox"/>	Our Company is a WBE certified by the State of: _____
<input type="checkbox"/>	We have contacted suppliers listed in the SLAA Directory but have received no reply
<input type="checkbox"/>	There are no subcontracting opportunities for this bid/contract
<input type="checkbox"/>	We are a Dealer and the order will be drop-shipped from the manufacturer to the user
<input type="checkbox"/>	We are the manufacturer and the order will be drop-shipped from the factory to the user
<input type="checkbox"/>	A letter of explanation is attached
<input type="checkbox"/>	Other reason: _____ _____

FIRM NAME: _____ FEDERAL ID NUMBER: _____

SIGNATURE: _____ FAX NUMBER: _____

PRINTED NAME: _____ DATE: _____

TITLE: _____ E-MAIL: _____